

CONTRACT

WCAU
10 Monument Road
Bala Cynwyd, PA 19004
(610) 668-5510

www.nbcphiladelphia.com

And:

SRCPMEDIA
201 NORTH UNION STREET
SUITE 200
ALEXANDRIA, VA 22314

| | | |
|--|--|--|
| <u>Contract / Revision</u> 341691 / | | <u>Alt Order #</u> WOC10035704 |
| <u>Product</u> Tue-Mon week | | |
| <u>Contract Dates</u> 10/16/12 - 10/23/12 | <u>Estimate #</u> 321 | |
| <u>Advertiser</u> TOM SMITH FOR SENATE | | <u>Original Date / Revision</u> 10/12/12 / 10/22/12 |
| <u>Billing Cycle</u> EOM/EOC | <u>Billing Calendar</u> Broadcast | <u>Cash/Trade</u> Cash |
| <u>Station</u> WCAU | <u>Account Executive</u> Aaron Zeligson | <u>Sales Office</u> Philadelphia NS |
| <u>Special Handling</u> | | |
| <u>Demographic</u> RA35+ | | |
| <u>IDB#</u> | <u>Advertiser Code</u> 11 | <u>Product Code</u> 15 |
| <u>Agency Ref</u> 66695 | | <u>Advertiser Ref</u> 27415 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Type | Spots | Amount |
|-------|------|-------------------|-----------------|-------------------------|------------------|------|--------|-------------------|-------------|------|-------|------------|
| N 1 | WCAU | 10/16/12 | 10/22/12 | 5A-6A M-F NBC10 NEWS 5A | 5A-6A M-F | | :30 | | | NM | 5 | \$1,000.00 |
| | | LUR | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/16/12 | 10/22/12 | MTWTF-- | | | | 5 | \$200.00 | | | |
| N 2 | WCAU | 10/16/12 | 10/19/12 | 6A-7A M-F | 6A-7A M-F | | :30 | | | NM | 4 | \$2,200.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/16/12 | 10/22/12 | -TWTF-- | | | | 4 | \$550.00 | | | |
| N 3 | WCAU | 10/16/12 | 10/19/12 | 7A-9A TODAY SHOW | 7A-9A M-F | | :30 | | | NM | 8 | \$7,600.00 |
| | | CDR | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/16/12 | 10/22/12 | -TWTF-- | | | | 8 | \$950.00 | | | |
| N 4 | WCAU | 10/16/12 | 10/20/12 | 7A-9A SATURDAY | 7A-9A SA | | :30 | | | NM | 1 | \$650.00 |
| | | CDR | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/15/12 | 10/21/12 | -----S- | | | | 1 | \$650.00 | | | |
| N 5 | WCAU | 10/16/12 | 10/21/12 | 6A-8A SUNDAY | 6A-8A SU | | :30 | | | NM | 2 | \$300.00 |
| | | LUR | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/15/12 | 10/21/12 | -----S | | | | 2 | \$150.00 | | | |
| N 6 | WCAU | 10/16/12 | 10/19/12 | 9A-10A TODAY SHOW 2 | 9A-10A M-F | | :30 | | | NM | 8 | \$2,400.00 |
| | | LUR | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/16/12 | 10/22/12 | -TWTF-- | | | | 8 | \$300.00 | | | |
| N 7 | WCAU | 10/16/12 | 10/21/12 | 8-10A SUNDAY | 758A-956A SUNDAY | | :30 | | | NM | 3 | \$1,500.00 |
| | | CDR | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |

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FOR NBC & TELEMUNDO STATION CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II, which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBC/Telemundo may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



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| <u>Contract / Revision</u> 341691 / | | <u>Alt Order #</u> WOC10035704 |
| <u>Contract Dates</u> 10/16/12 - 10/23/12 | <u>Product</u> Tue-Mon week | <u>Estimate #</u> 321 |
| <u>Advertiser</u> TOM SMITH FOR SENATE | | <u>Original Date / Revision</u> 10/12/12 / 10/22/12 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/Week | Rate | Type | Spots | Amount |
|------------------------|-----------|-------------------|-----------------|-----------------------|-----------------------|-----------------|---------------|-------------------|---------------------|-------------|-------|------------|
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/15/12 | 10/21/12 | -----S | | | | 3 | \$500.00 | | | |
| N 8 | WCAU | 10/16/12 | 10/22/12 | 10A-11A TODAY SHOW 3 | 10A-11A M-F | | :30 | | | NM | 9 | \$4,250.00 |
| CDR | | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/16/12 | 10/22/12 | MTWTF-- | | | | 10 | \$425.00 | | | |
| <u>Spot</u> | <u>Ch</u> | <u>Date Range</u> | | <u>Description</u> | <u>Start/End Time</u> | <u>Weekdays</u> | <u>Length</u> | | <u>Rate</u> | <u>Type</u> | | |
| 11 | WCAU | 10/16/12-10/22/12 | | 10A-11A TODAY SHOW 3 | 10A-11A M-F | MTuWThF---- | :30 | | \$425.00 | NM | | |
| See MG 8.13 | | | | | | | | | | | | |
| DNA-NEWS SPL REPORT | | | | | | | | | | | | |
| 12 | WCAU | 10/16/12-10/22/12 | | 10A-11A TODAY SHOW 3 | 10A-11A M-F | MTuWThF---- | :30 | | \$425.00 | NM | | |
| See MG 8.13 | | | | | | | | | | | | |
| DNA-NEWS SPL REPORT | | | | | | | | | | | | |
| 13 | WCAU | 10/23/12-10/23/12 | | 5-6P NBC10 NEWS @ 5 | M-F5-6P M-F | -Tu----- | :30 | | \$850.00 | NM | | |
| Ⓜ MG for 8.11,8.12 | | | | | | | | | | | | |
| N 9 | WCAU | 10/16/12 | 10/19/12 | 3P-4P M-F ELLEN | 3P-4P M-F | | :30 | | | NM | 8 | \$2,800.00 |
| LUR | | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/16/12 | 10/22/12 | -TWTF-- | | | | 8 | \$350.00 | | | |
| N 10 | WCAU | 10/16/12 | 10/19/12 | 4P-5P NBC10 NEWS | 4-5P M-F | | :30 | | | NM | 8 | \$3,200.00 |
| LUR | | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/16/12 | 10/22/12 | -TWTF-- | | | | 8 | \$400.00 | | | |
| N 11 | WCAU | 10/16/12 | 10/19/12 | 5-6P NBC10 NEWS @ 5 | M-F5-6P M-F | | :30 | | | NM | 8 | \$3,800.00 |
| LUR | | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/16/12 | 10/22/12 | -TWTF-- | | | | 8 | \$475.00 | | | |
| N 12 | WCAU | 10/16/12 | 10/19/12 | 6P-630P NBC10 NEWS | 6P-630P M-F | | :30 | | | NM | 4 | \$3,800.00 |
| CDR | | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/16/12 | 10/22/12 | -TWTF-- | | | | 4 | \$950.00 | | | |
| N 13 | WCAU | 10/16/12 | 10/21/12 | 6P-630P SA/SU | 6P-630P SA/SU | | :30 | | | NM | 2 | \$1,900.00 |
| CDR | | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/15/12 | 10/21/12 | -----SS | | | | 2 | \$950.00 | | | |
| <u>Spot</u> | <u>Ch</u> | <u>Date Range</u> | | <u>Description</u> | <u>Start/End Time</u> | <u>Weekdays</u> | <u>Length</u> | | <u>Rate</u> | <u>Type</u> | | |
| 2 | WCAU | 10/15/12-10/21/12 | | 6P-630P SA/SU | 6P-630P SA/SU | -----SaSu | :30 | | \$950.00 | NM | | |
| See MG 13.3 | | | | | | | | | | | | |
| PREEMPT-PROGRAM CHANGE | | | | | | | | | | | | |
| 3 | WCAU | 10/15/12-10/21/12 | | 6P-630P SU NEWS AT 6P | 6P-630P SU | -----Su | :30 | | \$950.00 | NM | | |
| Ⓜ MG for 13.2 10/20 | | | | | | | | | | | | |
| N 14 | WCAU | 10/16/12 | 10/22/12 | 7P-730P M-F | 7P-730P M-F | | :30 | | | NM | 5 | \$5,750.00 |
| CDR | | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/16/12 | 10/22/12 | MTWTF-- | | | | 5 | \$1,150.00 | | | |

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| <u>Contract / Revision</u> 341691 / | | <u>Alt Order #</u> WOC10035704 |
| <u>Contract Dates</u> 10/16/12 - 10/23/12 | <u>Product</u> Tue-Mon week | <u>Estimate #</u> 321 |
| <u>Advertiser</u> TOM SMITH FOR SENATE | | <u>Original Date / Revision</u> 10/12/12 / 10/22/12 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/Week | Rate | Type | Spots | Amount |
|-------|-------|------------------------|-----------------|------------------------|--------------------|-----------------------|-----------------|-------------------|-----------------------|-------------|-------|-------------|
| N 15 | WCAU | 10/16/12 | 10/22/12 | 730P-8P M-F | 730P-8P M-F | | :30 | | | NM | 5 | \$3,875.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | LUR | 10/16/12 | 10/22/12 | MTWTF-- | | | | 5 | \$775.00 | | | |
| N 16 | WCAU | 10/16/12 | 10/22/12 | 11-1135P M-F LATE NEWS | 11P-1135P | | :30 | | | NM | 6 | \$14,400.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | CDR | 10/16/12 | 10/22/12 | MTWTF-- | | | | 6 | \$2,400.00 | | | |
| D 17 | WCAU | 10/16/12 | 10/21/12 | NFL LATE NEWS | 11P-1205A | | :30 | | | NM | 0 | \$0.00 |
| N 18 | WCAU | 10/16/12 | 10/19/12 | TONIGHT SHOW W/JAY LEI | 1135P-107A | | :30 | | | NM | 8 | \$5,600.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | CDR | 10/16/12 | 10/22/12 | -TWTF-- | | | | 8 | \$700.00 | | | |
| N 19 | WCAU | 10/16/12 | 10/22/12 | 8-10P MO THE VOICE | 8P-10P | | :30 | | | NM | 1 | \$7,000.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | LUR | 10/16/12 | 10/22/12 | M----- | | | | 1 | \$7,000.00 | | | |
| | | <u>Spot</u> | <u>Ch</u> | <u>Date Range</u> | <u>Description</u> | <u>Start/End Time</u> | <u>Weekdays</u> | <u>Length</u> | <u>Rate</u> | <u>Type</u> | | |
| | | 1 | WCAU | 10/16/12-10/22/12 | 8-10P MO THE VOICE | 8P-10P | M----- | :30 | \$7,000.00 | NM | | |
| | | See MG 19.2 | | | | | | | | | | |
| | | PREEMPT-PROGRAM CHANGE | | | | | | | | | | |
| | | 2 | WCAU | 10/22/12-10/22/12 | 8-9P MON THE VOICE | 8P-9P | M----- | :30 | \$7,000.00 | NM | | |
| | | Ⓜ MG for 19.1 10/22 | | | | | | | | | | |
| D 20 | WCAU | 10/16/12 | 10/22/12 | 10-11P REVOLUTION | 10P-11P | | :30 | | | NM | 0 | \$0.00 |
| N 21 | WCAU | 10/22/12 | 10/22/12 | 6A-7A M-F | 6A-7A M-F | | :30 | | | NM | 1 | \$600.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | Week: | 10/16/12 | 10/22/12 | M----- | | | | 1 | \$600.00 | | | |
| N 22 | WCAU | 10/22/12 | 10/22/12 | 7A-9A TODAY SHOW | 7A-9A M-F | | :30 | | | NM | 2 | \$3,000.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | CDR | 10/16/12 | 10/22/12 | M----- | | | | 2 | \$1,500.00 | | | |
| N 23 | WCAU | 10/22/12 | 10/22/12 | TONIGHT SHOW W/JAY LEI | 1135P-107A | | :30 | | | NM | 2 | \$1,500.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | CDR | 10/16/12 | 10/22/12 | M----- | | | | 2 | \$750.00 | | | |
| N 24 | WCAU | 10/22/12 | 10/22/12 | 9A-10A TODAY SHOW 2 | 9A-10A M-F | | :30 | | | NM | 2 | \$550.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | LUR | 10/16/12 | 10/22/12 | M----- | | | | 2 | \$275.00 | | | |
| N 25 | WCAU | 10/22/12 | 10/22/12 | 3P-4P M-F ELLEN | 3P-4P M-F | | :30 | | | NM | 2 | \$1,500.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | CDR | 10/16/12 | 10/22/12 | M----- | | | | 2 | \$750.00 | | | |

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|---------------|------|-------------------|-----------------|---------------------|----------------|------|--------|-------------------|-------------|------|------------|--------------------|
| N 26 | WCAU | 10/22/12 | 10/22/12 | 4P-5P NBC10 NEWS | 4-5P M-F | | :30 | | | NM | 2 | \$1,300.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 10/16/12 | 10/22/12 | M----- | | | | 2 | \$650.00 | | | |
| N 27 | WCAU | 10/22/12 | 10/22/12 | 5-6P NBC10 NEWS @ 5 | M-F 5-6P M-F | | :30 | | | NM | 2 | \$1,700.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 10/16/12 | 10/22/12 | M----- | | | | 2 | \$850.00 | | | |
| N 28 | WCAU | 10/22/12 | 10/22/12 | 6P-630P NBC10 NEWS | 6P-630P M-F | | :30 | | | NM | 1 | \$1,150.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 10/16/12 | 10/22/12 | M----- | | | | 1 | \$1,150.00 | | | |
| N 29 | WCAU | 10/17/12 | 10/19/12 | 630-7p Nightly News | 630-7p | | :30 | | | NM | 1 | \$1,200.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 10/15/12 | 10/21/12 | --WTF-- | | | | 1 | \$1,200.00 | | | |
| N 30 | WCAU | 10/17/12 | 10/19/12 | VARIOUS/ OVERNIGHT | 2a-5a M-SU | | :30 | | | NM | 1 | \$11.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 10/16/12 | 10/22/12 | --WTF-- | | | | 1 | \$11.00 | | | |
| Totals | | | | | | | | | | | 111 | \$84,536.00 |

| Time Period | # of Spots | Gross Amount | Net Amount |
|---------------------|------------|--------------------|--------------------|
| 10/01/12 - 10/23/12 | 111 | \$84,536.00 | \$71,855.60 |
| Totals | 111 | \$84,536.00 | \$71,855.60 |

Signature: _____ **Date:** _____

(* Line Transactions: N = New, E = Edited, D = Deleted)

FOR NBC & TELEMUNDO STATION CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II, which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBC/Telemundo may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.